STATE OF MAINE
KENNEBEC, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-13-333

STATE OF MAINE,

Plaintiff

v.

ZEALANDIA HOLDING COMPANY, INC., F/K/A FESTIVA HOSPITALITY GROUP, INC.; PATTON HOSPITALITY MANAGEMENT, LLC, F/K/A FESTIVA MANAGEMENT GROUP, LLC; FESTIVA DEVELOPMENT GROUP, LLC; ZEALANDIA CAPITAL, INC., F/K/A SETI MARKETING, INC.; RESORT TRAVEL & XCHANGE, LLC, F/K/A FESTIVA TRAVEL & XCHANGE, LLC; FESTIVA REAL ESTATE HOLDINGS, LLC, F/K/A FESTIVA RESORTS, LLC; FESTIVA RESORTS ADVENTURE CLUB MEMBERS' ASSOCIATION, INC.; DONALD K. CLAYTON; AND HERBERT H. PATRICK, JR.,

Defendants

SECOND AMENDED COMPLAINT
(Injunctive Relief Requested)

Plaintiff, the State of Maine (hereinafter the "State"), brings this action by and through its Attorney General, Janet T. Mills, against Defendants Zealandia Holding Company, Inc., f/k/a Festiva Hospitality Group, Inc.; Patton Hospitality Management, LLC, f/k/a Festiva Management Group, LLC; Festiva Development Group, LLC; Zealandia Capital, Inc., f/k/a SETI Marketing, Inc.; Resort Travel & Xchange, LLC, f/k/a Festiva Travel & Xchange, LLC; Festiva Real Estate Holdings, LLC, f/k/a Festiva Resorts, LLC; Festiva Resorts Adventure Club Members' Association, Inc.; Donald K. Clayton; and Herbert H. Patrick, Jr., pursuant to 5 M.R.S. §§ 207 and 209 of the Maine Unfair Trade Practices Act (the "UTPA," 5 M.R.S. §§ 205-A through 214), seeking permanent injunctive relief, equitable relief for consumers, civil penalties, costs, and attorney's fees.

PLAINTIFF

1. Plaintiff, the State of Maine, is a sovereign state that brings this action, by and through its Attorney General, Janet T. Mills, pursuant to 5 M.R.S. §§ 191 and 209 and the powers vested in her by common law.

DEFENDANTS

2. Defendant Donald K. Clayton ("Clayton") is an individual who resides in North Carolina.

3. Defendant Herbert H. Patrick, Jr. ("Patrick") is an individual who resides in North Carolina.

4. In 2000, Clayton and Patrick founded a vacation ownership business. Clayton brought his experience in marketing and selling vacation interests to consumers, and Patrick brought his experience in acquiring resorts, accounting, finance, human resources and homeowners' associations.

5. In 2000, Clayton and Patrick formed the Nevada limited liability company Defendant Festiva Resorts, LLC to perform sales and marketing for timeshare developers.

6. In January of 2012, Festiva Resorts, LLC's name was changed to Defendant Festiva Real Estate Holdings, LLC.

7. In 2005, Clayton and Patrick formed Defendant Festiva Development Group, LLC ("FDG"), a Nevada limited liability company, to develop timeshare resorts and to market and sell vacation interests in timeshare resorts to consumers. FDG also provides financing to enable consumers to purchase its vacation interests. It has been authorized to do business in Maine as a foreign limited liability company since 2008.

8. Patrick is, and has been, the president and manager of FDG since its creation, except for a 6- to 7-month hiatus.

9. In 2005, Clayton and Patrick formed Defendant Festiva Management Group, LLC, a Nevada limited liability company, to manage resort properties. Its activities include resort rentals, management and maintenance services to vacation ownership resorts.

10. In January of 2013, Festiva Management Group, LLC filed a Statement of Change with the Maine Secretary of State stating that its name had been changed to Defendant Patton Hospitality Management, LLC ("Patton"). It has been authorized to do business in Maine as a foreign limited liability company since 2008.

11. Clayton and Patrick formed Defendant Festiva Travel & Xchange, LLC, a Nevada limited liability company, to facilitate trades with other third-party resorts for club members who wish to travel outside of Festiva's resort network.

12. Festiva Travel & Xchange, LLC's name was changed to Defendant Resort Travel & Xchange, LLC.

13. In 2005, Clayton and Patrick formed Defendant SETI Marketing, Inc. ("SETI"), a Nevada corporation, to provide marketing services to FDG. Its purpose was to generate prospects for sales. SETI performed primarily marketing functions until the end of 2011.

14. In 2012, SETI's name was changed to Defendant Zealandia Capital, Inc.

15. Zealandia Capital, Inc.'s current function is to collect receivables, such as membership fees and special assessments assessed on consumers. It has been authorized to do business in Maine as a foreign corporation since 2008.

16. In 2004, Clayton and Patrick formed Defendant Festiva Hospitality Group, Inc. ("FHG"), a Nevada corporation.

17. In December of 2006, FHG acquired Defendants Festiva Management Group, LLC, n/k/a Patton; SETI, n/k/a Zealandia Capital, Inc.; Festiva Travel & Xchange, LLC, n/k/a Resort Travel & Xchange, LLC; Festiva Resorts, LLC, n/k/a Festiva Real Estate Holdings, LLC; and FDG.

18. Clayton & Patrick served as CEO and president, respectively, of FHG. They own, and have owned, a controlling interest in FHG and its subsidiaries, Festiva Management Group, LLC, n/k/a Patton; SETI, n/k/a Zealandia Capital, Inc.; Festiva Travel & Xchange, LLC, n/k/a Resort Travel & Xchange, LLC; Festiva Resorts, LLC, n/k/a Festiva Real Estate Holdings, LLC; and FDG. (FHG and its subsidiaries are collectively referred to as "Corporate Defendants.")

19. In 2012, FHG's name was changed to Zealandia Holding Company, Inc. ("ZHC"). Clayton and Patrick, the founders, remain CEO and president, respectively.

20. In 2006, Defendant Festiva Resorts Adventure Club Members' Association, Inc. (the "Association") was incorporated in South Carolina as a nonprofit corporation to be a members' association for Defendants' vacation club members. It has been authorized to do business in Maine as a foreign nonprofit corporation since 2008.

21. "Zealandia" is the name of the building located at One Vance Gap Road, in Asheville, North Carolina.

22. Zealandia is the home office address for all of the Defendants, except for Zealandia Capital, Inc. which moved to another location in Asheville, North Carolina in 2013.

23. Clayton is an owner, officer and principal of ZHC and its subsidiaries. At all times material to this Complaint, alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in, and had knowledge of, the acts and practices set forth in this Complaint. In the alternative, Clayton (with Patrick) is an alter ego of the Corporate Defendants.

24. Patrick is an owner, officer and principal of ZHC and its subsidiaries. At all times material to this Complaint, alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in, and had knowledge of, the acts and practices set forth in this Complaint. In the alternative, Patrick (with Clayton) is an alter ego of the Corporate Defendants.

25. Clayton devotes, and has devoted, 100% of his time to the business activities of Corporate Defendants.

26. Patrick devotes, and has devoted, 100% of his time to the business activities of Corporate Defendants.

27. Corporate Defendants have operated as a common enterprise while engaging in the unfair and deceptive acts and practices alleged in this Complaint through an interrelated network of companies that have, among other things, common ownership, managers, office locations and interdependent economic interests. Because these Corporate Defendants have operated as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged herein.

28. Clayton and Patrick have formulated, directed, controlled, had the authority to control, or participated in, and had knowledge of, the acts and practices of the Corporate Defendants that constitute the common enterprise.

JURISDICTION AND VENUE

29. This Court has jurisdiction over this action, pursuant to 4 M.R.S. § 105 and 5 M.R.S. § 209. This Court has jurisdiction over the Defendants, pursuant to 5 M.R.S. § 209 and 14 M.R.S. § 704-A.

30. Venue is properly laid in Kennebec County,

STATUTORY BACKGROUND

31. Pursuant to 5 M.R.S. § 207 of the UTPA, unfair and deceptive acts or practices in the conduct of any trade or business are unlawful.

32. Pursuant to 5 M.R.S. § 209, whenever the Attorney General reasonably believes that someone is violating, or is about to violate, the UTPA, and that proceedings would be in the public interest, she may bring an action to enjoin the conduct and seek injunctive relief, including restitution, to remedy the unfair and deceptive acts, as well as civil penalties for intentional violations and costs of suit.

COURSE OF CONDUCT

33. In June 2000, Clayton and Patrick founded Festiva Resorts, LLC, a vacation ownership company.

34. In 2006, Defendants began selling points-based memberships, also called vacation ownership interests, in the Festiva Adventure Club (the "Club").

35. Defendants' vacation interests, many of which are located in resorts along the East Coast, are held in a trust created by FDG and the Association.

36. Consumers who purchase a Club membership receive a certain number of points, based on the purchase price, which can be used to reserve nights for a resort timeshare held by the trust. The points required for a vacation at each resort timeshare can vary by location and time.

37. Points are renewed annually or biennially, with consumers paying more for points that are renewed annually.

38. Defendants have done business with at least 2,900 Maine consumers, and have received payments from Maine consumers in excess of $20,000,000 for Festiva Adventure Club memberships, points, maintenance fees and special assessments.

CONVERSION OF RANGELEY LAKE RESORT TIMESHARES

39. In September of 2008, Defendants acquired the remaining unsold timeshares at the Rangeley Lake Resort, a timeshare development in Rangeley, Maine.

40. Thereafter, Defendants began contacting Rangeley Lake Resort timeshare owners ("Rangeley owners") to attend an informational meeting to learn about changes to the resort.

41. In truth and in fact, the meetings were high-pressure sales presentations aimed at converting Rangeley owners to Club membership.

42. A conversion required the Rangeley owner to deed over his or her timeshare to the trust, and to pay additional money for points.

43. Defendants' sales agents told Rangeley owners that their maintenance fees would be lowered or reduced if they converted compared to those who did not convert their timeshares.

44. In truth and in fact, Rangeley owners who converted to Club membership found that their maintenance fees have increased substantially.

45. Defendants' sales agents told Rangeley owners that they would be able to take more vacations at a variety of resort locations if they converted to Club membership.

46. In truth and in fact, Rangeley owners who converted to Club membership experienced great difficulty booking any vacation, including one at the Rangeley Lake Resort.

47. When Rangeley owners complained to Defendants that they actually received less vacation time after they converted their timeshares, Defendants responded by telling them that they needed to buy more points.

48. Defendants represented, directly or by implication, that Rangeley owners would be compensated with points for the "equity" in their timeshares when they converted to Club membership.

49. In truth and in fact, Defendants gave points to Rangeley owners based upon the amount of money they paid, and not for any equity attributed to their timeshares.

SALES PRESENTATIONS AT RIVERSIDE DRIVE

50. Defendants also solicited Maine consumers, as well as consumers in other New England states, to attend sales presentations at their sales office located on 190 Riverside Drive in Portland, Maine.

51. Defendants used sweepstakes entry forms, which were placed at malls, fairs and other venues, to generate potential leads to consumers whom they contacted to attend a sales presentation.

52. Consumers who entered one of Defendants' sweepstakes had to disclose their annual household income and sign the entry form which, in fine print, granted Defendants permission to make telemarketing calls to them even if the consumers were registered with the Do Not Call Registry.

53. Defendants used the sweepstakes entry forms to identify consumers who met their specifications for minimum household income and, at times, marital status.

54. Defendants induced consumers who met their specifications to attend their sales presentations through promises of gifts, including free vacations.

55. In truth and in fact, many of these so-called gifts and "free" items were not gifts or free because they had restrictions and conditions that made it impossible for consumers to use, or required them to pay money to obtain the promised benefit.

56. Defendants induced consumers who met their specifications to attend their sales presentations by informing them that the consumers had been specially selected, using language such as, "carefully selected," "you have been chosen," or words to that effect, which had a tendency to lead consumers to believe that they had been specially selected by Defendants.

57. In truth and in fact, the consumers had not been specially selected by Defendants, apart from being identified as having met their specifications.

58. Defendants' typical sales presentation began with a "podium presentation" by one of their sales agents who presented a scripted sales pitch to multiple prospective customers.

59. The podium presentation was designed to cause consumers to visualize taking a no-hassle, economical, family vacation on a regular basis.

60. Defendants' sales agents and sales materials omitted information that was material to a consumer's decision to purchase a Club membership, such as the true cost of Club membership over the 40-year term of the contract; that maintenance fees would increase; that they could be required to pay special assessments; that scheduling a vacation at a resort is dependent on points purchased and is subject to availability, which is limited at peak times and locations; that consumers had a 10-day right to cancel; and that it is impossible to resell or cancel a Club membership.

61. Following the podium presentation, consumers met with an individual sales agent who determined what their specific vacation interests were and how much they could afford.

62. Individual sales agents were paid on commission and were under pressure to keep sales numbers high or face termination.

63. Defendants' sales agents represented to consumers that Club members could take vacations at any time and at any of Defendants' resorts of the consumers' choosing every year or every other year, depending on the number of points purchased.

64. In truth and in fact, most Club members have a difficult time scheduling any vacation due to the lack of available timeshares at Defendants' resorts, particularly at peak times and locations. Many consumers have owned their Club membership for years, but they have been unable to schedule a vacation for their first or second choice of time and location.

65. Defendants' sales agents represented to consumers that they would save money on future vacations by purchasing a Club membership.

66. In truth and in fact, consumers did not realize the claimed savings because Defendants' methodology for calculating those savings was flawed, and excluded the cost of maintenance fees and periodic special assessments.

67. Defendants' sales agents represented to consumers that their points would be rolled over to the next year if they did not use them in a year.

68. In truth and in fact, consumers "lost" their points because they were not rolled over automatically, but only if consumers called Defendants within a certain time period to request it.

69. Defendants' sales agents represented to consumers that it would be easy to contact Defendants with questions and to make reservations for a vacation.

70. In truth and in fact, consumers report that it is nearly impossible to get in touch with anyone working for Defendants who will assist them with customer service issues or vacation reservations.

71. When consumers balked at the price, Defendants' sales agents sold them fewer points to get the price into an affordable range, without telling consumers that the amount of points that they were purchasing was not enough to take the vacations described at the podium presentation.

72. If Defendants' sales agent had trouble making a sale, another sales agent, called a takeover person, or "TO," assisted in closing the sale.

73. After the sale was made, Defendants' verification officer, or "VO," completed the required paperwork and had the consumer sign the documents.

74 Defendants' sales agent gave the VO the initial worksheet, who then faxed it to Zealandia, where the closing documents were prepared.

75. The VOs were also paid on commission for sales and had to reimburse Defendants for any commission paid on a purchase that was subsequently cancelled by the consumer.

76. The VOs reported to Defendants at Zealandia.

77. The VOs recorded their portion of the sale by using the phone to log into the corporate server.

COMMON SALES PRACTICES

78. Defendants have trained their Maine sales agents and VOs at Zealandia, either in person or via computer intranet.

79. Upon information and belief, employee training materials, the podium presentation, marketing materials including DVDs and brochures, closing documents, finance decisions, are all produced, reviewed, approved and maintained at Zealandia.

80. Some of Defendants' sales agents and VOs have not understood the points-based membership, while others, under pressure, have omitted giving consumers material information to make a sale.

81. Defendants' training and supervision of their Maine sales agents and VOs have been inadequate, and contribute to a culture which results in misrepresentations to consumers.

82. Defendants' sales presentations create a false sense of urgency by telling consumers that they must buy a Club membership at the initial sales presentation or the deal offered will not be available ever again.

83. Consumers who agree to buy are presented with multiple, and often complex, closing documents to sign that are prepared by Defendants, including a contract that obligates consumers to pay maintenance fees, together with any special assessments, for a period of 40 years.

84. Defendants do not give consumers adequate time to consider their decision to purchase, or to properly review the closing documents.

85. Defendants fail to disclose to consumers the total cost of Club membership, including, for example, the total cost of maintenance fees over the 40-year contract term.

86. Defendants' sales agents represent to consumers, directly and by implication, that they will be able to sell their membership/points if, at any time, they decide that they no longer want to be Club members.

87. In truth and in fact, it is impossible for consumers to sell their membership/points because there is no market for them.

88. When consumers ask for assistance in selling their membership/points, Defendants refer them at times to unscrupulous timeshare resellers.

89 Defendants' sales agents make oral representations to consumers at the point of sale that are inconsistent with Defendants' contract and other documents.

90. Defendants fail to clearly and conspicuously disclose to consumers that maintenance fees increase regularly.

91. Defendants fail to clearly and conspicuously disclose to consumers that additional fees, or "special assessments," can be assessed and billed to Club members.

92. Defendants fail to clearly and conspicuously disclose to consumers that they have a right to cancel the contract within ten calendar days following its execution, pursuant to 33 M.R.S. § 592.

93. Some consumers who contacted Defendants to cancel their contract within ten days found that Defendants failed to honor their requests.

COUNT I

(Rangeley Lake Resort Conversions – Deception)

94. Plaintiff repeats and realleges the preceding paragraphs of the Complaint.

95. Defendants' sales agents induced Rangeley owners to attend their sales presentations and to convert their timeshares to Club membership by making misrepresentations, such as the purpose of meeting with Defendants' sales agents was informational, their maintenance fees would be lowered or reduced if they converted; converting their timeshares would provide them with greater flexibility and access to more vacation times and locations; and they would be given credit for the "equity" in their timeshares.

96 Defendants' conduct described in this count is deceptive in violation of 5 M.R.S. § 207, and is intentional.

COUNT II

(Riverside Drive Sales Practices)

97. Plaintiff repeats and realleges the preceding paragraphs of the Complaint.

98. Defendants induced consumers to attend sales presentations by promising them a gift or free item that was not a gift or free because it was restricted, conditional or required the consumer to pay something.

99. Defendants' conduct described in this count is unfair and deceptive in violation of 5 M.R.S. § 207, and is intentional.

COUNT III

(Riverside Drive Sales Practices)

100. Plaintiff repeats and realleges the preceding paragraphs of the Complaint.

101. Defendants induced consumers to attend sales presentations by using language that had a tendency to lead consumers to believe that they had been specially selected when they had not been specially selected.

102. Defendants' conduct described in this count is unfair and deceptive in violation of 5 M.R.S. § 207, and is intentional.

COUNT IV

(Riverside Drive Sales Practices – Misrepresentations)

103. Plaintiff repeats and realleges the preceding paragraphs of the Complaint.

104. Defendants' sales agents induced consumers to purchase points for membership in the Club by making misrepresentations, including those concerning the savings that consumers would realize; the ease and simplicity with which they could book a vacation; the availability of vacations at peak times and locations; the automatic rollover of unused points; and Defendants' responsiveness to customer service issues.

105. Defendants' conduct described in this count is unfair and deceptive in violation of 5 M.R.S. § 207, and is intentional.

COUNT V

(Riverside Drive Sales Practices - Material Omissions)

106. Plaintiff repeats and realleges the preceding paragraphs of the Complaint.

107. Defendants' sales agents and sales materials omitted information that was material to a consumer's decision to purchase, including the true cost of Club membership over the 40-year contract term; that maintenance fees would increase; that they could be required to pay special assessments; that scheduling a vacation is subject to limited availability at peak times and locations; that consumers had a ten-day right to cancel the contract; and that it is impossible to resell or cancel a Club membership.

108. Defendants' conduct described in this count is unfair and deceptive in violation of 5 M.R.S. § 207, and is intentional.

COUNT VI

(Common Sales Practices - High Pressure Sales Tactics)

109. Plaintiff repeats and realleges the preceding paragraphs of the Complaint.

110. Defendants create a false sense of urgency to pressure consumers into buying a Club membership at a sales presentation, and fail to give consumers adequate time to consider their decision and to properly review multiple, and often complex, sales documents before signing them.

111. Defendants' conduct described in this count is unfair in violation of 5 M.R.S. § 207, and is intentional.

COUNT VII

(Common Sales Practices - Failure to Disclose)

112. Plaintiff repeats and realleges the preceding paragraphs of the Complaint.

113. Defendants fail to clearly and conspicuously disclose to consumers the total cost of a membership in the Club, including the cost of maintenance fees over the 40-year contract term; that maintenance fees increase regularly; that Club members can be assessed and billed special assessments; and that consumers have a 10-day right to cancel their contract.

114. Defendants' conduct described in this count is unfair and deceptive in violation of 5 M.R.S. § 207, and is intentional.

COUNT VIII

(Common Sales Practices - Misrepresentations)

115. Plaintiff repeats and realleges the preceding paragraphs of the Complaint.

116. Defendants' sales agents represent, directly and indirectly, to consumers that they will be able to sell their membership/points if they decide they no longer want to be Club members when, in fact, there is no market for their membership/points.

117. Defendants' conduct as described in this count is unfair and deceptive in violation of 5 M.R.S. § 207, and is intentional.

COUNT IX

(Common Sales Practices - Contradictory and Inconsistent Statements)

118. Plaintiff repeats and realleges the preceding paragraphs of the Complaint.

119. Defendants' sales agents make oral representations to consumers at the point of sale that are inconsistent with, and contradict, Defendants' contract and other printed documents.

120. Defendants' conduct as described in this count is unfair and deceptive in violation of 5 M.R.S. § 207, and is intentional.

COUNT X

(Common Sales Practices – Failure to Honor Cancellation Requests)

121. Plaintiff repeats and realleges the preceding paragraphs of the Complaint.

122. Defendants have failed to honor consumers' requests to cancel their contract within 10 days following its execution, pursuant to 33 M.R.S. § 592.

123. Defendants' conduct as described in this count is unfair and deceptive in violation of 5 M.R.S. § 207, and is intentional.

RELIEF REQUESTED

Wherefore, Plaintiff requests that this Court enter the following relief:

1. Declare that Defendants have violated 5 M.R.S. § 207 by:

   A. Inducing Rangeley owners through the use of misrepresentations to attend sales presentations and to convert their timeshares to Club membership;

   B. Inducing consumers to attend their sales presentations by promising a gift or free item that is not a gift or free because it is restricted, conditional or requires the payment of money by the consumer;

   C. Inducing consumers to attend their sales presentations using language that has a tendency to lead consumers to believe that they have been specially selected when they have not been specially selected;

   D. Inducing consumers through the use of misrepresentations to purchase a Club membership or more points;

   E. Omitting information that is material to a consumer's decision to purchase a Club membership, including the true cost of Club membership over the

40-year contract term; that maintenance fees will increase; that special assessments may be imposed, that scheduling a vacation is subject to availability which is limited at peak times and locations; that consumers have a right to cancel the contract within ten days of execution; and that it is impossible to resell or cancel a Club membership;

F. Creating a false sense of urgency to pressure consumers into purchasing a Club membership at their sales presentations, and failing to give consumers adequate time to consider their decision or to review closing documents before execution;

G. Failing to clearly and conspicuously disclose to consumers the total cost of Club membership over the 40-year contract term; that maintenance fees increase regularly; that Club members may have to pay special assessments; and that consumers have a 10-day right to cancel their contracts;

H. Representing to consumers that they will be able to sell their membership/points if they choose;

I. Making oral statements at the point of sale that are inconsistent with, or contradict, their contract or other documents; and

J. Failing to honor consumers' requests to cancel their contract within 10 days of its execution, pursuant to 33 M.R.S. § 592.

2. Pursuant to 5 M.R.S. § 209 and M.R. Civ. P. 65, permanently enjoin Defendants, their agents, servants, employees, and those persons in active concert or participation with them

who receive actual notice of the injunction from selling Club membership/points in Maine or to Maine consumers.

3. Pursuant to 5 M.R.S. § 209, order Defendants' contracts with Maine consumers and those out-of-state consumers who entered into a contract with Defendants in Maine rescinded, and order Defendants to reimburse each such consumer for payments made to Defendants for Club membership/points, including any interest, maintenance fees and special assessments.

4. Pursuant to 5 M.R.S. § 209, assess a civil penalty, jointly and severally, against Defendants of up to $10,000 per violation for each intentional violation of the UTPA.

5. Pursuant to 5 M.R.S. § 209 and 14 M.R.S. § 1522(1)(A), order Defendants to pay, jointly and severally, to the Attorney General her costs of suit and investigation, including attorney's fees.

6. Order such other and further relief as the Court may deem necessary to remedy the effects of Defendants' unfair and deceptive business practices.

Dated: July 10, 2014

Respectfully submitted,

JANET T. MILLS
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